

# General Terms and Conditions of Sale of CABB Trading (Shanghai) Co., Ltd.

## 珈铂贸易（上海）有限公司的一般销售条款和条件

(Status 02/2025)

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### 1. Offer and Conclusion of Contract 合同的要约和订立

a) These terms and conditions ("Terms") shall exclusively apply to all our present and future deliveries and the contracts relating thereto ("Sales Contracts"). Terms and conditions of our clients ("Buyers") shall not be applicable, even if we fail to expressly reject them. These Terms shall also be applicable if we execute Buyer's orders without any proviso, knowing that contradictory or diverging terms and conditions exist.

本条款和条件（“条款”）仅适用于我们目前和未来的所有交付以及与之相关的合同（“销售合同”）。即使我方未明确拒绝，我方客户（“买方”）的条款和条件也不适用。我们知道存在矛盾或有分歧的条款和条件，但如果我们在没有任何附带条款的情况下执行买方的订单，则本条款也应适用。

b) Our quotations are non-binding, but to be understood as request for the Buyer to submit an offer to us. The contract is concluded by the Buyer's order (offer) and our acceptance. If our acceptance deviates from the order, this shall be deemed to be a new non-binding offer from us, unless expressly submitted as binding.

我方报价不具约束力，但应理解为要求买方向我方提交要约。本合同以买方的订单（要约）和我方的接受为依据而成立。如果我们的接受与订单不一致，这将被视为我们新的无约束力的报价，除非明确提出约束力。

c) We are free to accept an order from a Buyer within 2 weeks of receipt. Our execution of an order without confirmation is to be considered as our acceptance. We can accept an order from a Buyer within 2 weeks of receipt. Our execution of an order without confirmation is to be considered as our acceptance.

我们可以在收到买方的订单后 2 周内接受订单。我方未经确认而执行订单应被视为我方接受订单。

d) All Sales Contracts should be laid down in writing. "Writing" or "written" within the meaning of these Terms shall also include e-mails.

所有销售合同应以书面形式订立。本条款所指的“书面”也包括电子邮件。

### 2. Scope of Contractual Obligations 合同义务适用范围

a) The scope of obligations shall be governed by the respective Sales Contracts, our written confirmation of order or our invoice, as the case may be.

义务的范围应由各自的销售合同、我方的书面订单确认书或我方的发票（视情况而定）管辖。

b) Delivery dates shall be subject to the time agreed upon in the Sales Contracts or written orders signed by both parties. Product quality shall be in accordance with Chinese national standards or industrial standards unless the two parties have a special agreement in the Sales Contracts and other written documents.

交付日期以双方签订的销售合同或者书面订单约定的时间为准。除非双方在销售合同等书面文件中另有特别约定，否则产品质量均应按照国家标准或行业标准为依据执行。

c) We shall be entitled to effect partial shipments if the Buyer can reasonably be expected to accept such partial shipments under the circumstances of the particular case. Invoices for any partial shipment shall be payable irrespective of the completion of delivery of the entire shipment.

如果在特定情况下可以合理地预计买方接受分批装运，我们将有权进行这样的分批装运。任何分批装运的发票，无论是否完成整批交付，均应当被支付。

d) Product details and criteria for use in catalogues, instruction leaflets, safety data sheets and other information material that we make available to the Buyer, as well as descriptive product details are not to be understood as guarantees for a particular quality of the goods nor as just an agreement of the quality. Statements on quality and durability as well as other information are only guarantees if they are agreed as such and expressly designated as such.

我们向买方提供的产品目录、说明册、安全数据表和其它信息材料中的产品细节和使用标准，以及描述性的产品细节，不应被理解为对货物特定质量的保证，也不应被理解为质量协议。只有在双方同意并明确指定的情况下，关于质量和耐用性以及其它信息的声明才是保证。

### 3. Prices and Payment 价格及付款

a) The prices are net prices plus value added tax. They are calculated on the weight/quantity of the delivery at the time of dispatch.

价格是净价加增值税。它们是根据发货时货物的重量和数量计算的。

b) Invoices are payable net after 30 days (due date) of the date of invoice, unless otherwise agreed in writing. If the purchase price is not paid on the 30<sup>th</sup> day, the Buyer shall be in default. If the Buyer is in default of payment, interest at the legal rate shall be charged on the overdue amount automatically and without any additional reminder. We reserve the right to pursue further claims for damages for default.

除非另有书面约定，发票应在发票日后 30 天（到期日）后净额支付。如果买方在第 30 天未支付货款，则视为买方违约。如果买方拖欠付款，逾期金额将自动按法定利率收取利息，无需任何额外提醒。我们保留进一步追究违约损害赔偿的权利。

c) If the Buyer is in default of payment and in the case of other justified doubts as to the Buyer's solvency or creditworthiness, we shall be entitled – notwithstanding our other rights – to demand advance payment for all deliveries not yet made or services not yet rendered and to require immediate payment of all claims arising from the business relation. Our obligation to supply shall be suspended while the Buyer is in arrears with a due payment.

如果买方拖欠付款，在对买方的偿付能力或信誉有其他合理的怀疑的情况下，我方将有权（尽管我方有其它权利）要求对所有尚未交付的货物或尚未提供的服务先行付款，并要求立即支付因业务关系产生的所有索赔。当买方拖欠应付货款时，我方的供货义务将中止。

d) The Buyer has the right to offset only as and when respective counter-claims are undisputed or have been legally established. The assertion of rights of retention by the Buyer is excluded. Buyer has the right to offset only as and when respective counter-claims are undisputed or have been legally established. The assertion of rights of retention by the Buyer is excluded. Buyer has the right to offset only as and when respective counter-claims are undisputed or have been legally established. The assertion of rights of retention by the Buyer is excluded.

e) If the basis of the price determination changes between the conclusion of the contract and the delivery due to unforeseeable circumstances (in particular currency fluctuations and supplier prices), we are entitled to adjust the prices accordingly.

在合同签订后交付之前，如果由于不可预见的情况（特别是货币波动和供应商价格）使得定价基础发生变化的，我们有权相应地调整价格。

### 4. Force Majeure 不可抗力

Unforeseen breakdowns (incl. machine breakdown), delayed deliveries or non-delivery by our suppliers (including intra-group suppliers), shortage of labour, power or raw materials, strikes, lockouts, difficulties in providing means of transport, traffic disruptions, complete or temporary infrastructure failure (including failure of public or private communication networks), cyberattacks, epidemics and pandemics (regardless of the number of existing waves), government orders, embargoes, boycotts and any other events of force majeure shall relieve the party affected thereby of its obligation to supply or accept the goods, as the case may be, for the duration of and to the extent of such hindrance. If, in consequence of such hindrance, delivery or acceptance is delayed by more than 3 months, either party, to the exclusion of all further claims, may withdraw from the contract in respect of the quantities affected by such delay.

不可预见的故障（包括机器故障），我们的供应商（包括集团内部供应商）延迟交货或不交货，劳动力、电力或原材料短缺，罢工、停工、提供运输工具存在困难、交通中断，基础设施完全或临时故障（包括公共或私人通信网络故障），网络攻击、流行病和传染病（无论存在几波），政府命令、禁运、抵制和任何其它不可抗力事件发生时，应免除受影响的一方提供或接受货物的义务，视这些阻碍的持续时间和程度的情况而定。如果由于这种阻碍，交货或验收延迟超过 3 个月，在排除所有进一步索赔的情况下，任何一方都可以就受这种延迟影响的数量取消合同。

### 5. Transfer of Risk 风险转移

In the absence of any agreement to the contrary, the risk shall transfer to the Buyer when the consignment is transferred to the first transport operator or when the goods are made available for collection by the Buyer. This principle shall apply even if the Buyer refuses to take delivery of the consignment.

在无相反约定的情况下，当货物转移给第一运输经营人或货物准备就绪可以让买方提取时，风险应转移给买方。即使买方拒绝接收货物，这一原则也应适用。

### 6. Reservation of Property Rights 产权保留

a) Ownership of the goods shall only pass to the Buyer once he has fulfilled all his obligations arising from the business relationship with us, including ancillary claims and claims for damages. The retention of title shall remain in force even if individual claims are included by us in a current account and the balance has been drawn and recognized.

货物的所有权只有在买方履行了其与我方的业务关系所产生的所有义务，包括附属索赔和损害赔偿后才转移给买方。即使我们将个别索赔纳入一个现有账户中，并且余额已经提取并确认，所有权的保留仍将有效。

b) If the Buyer processes the said goods together with other goods not owned by us, we shall acquire co-ownership of the new product, our proportionate share being equivalent to the invoice value of the goods subject to reservation of title relative to that of the other processed goods at the time of processing. If goods subject to reservation of title are processed, are combined or mixed with other goods not owned by us, we shall become co-owners in accordance with the provisions of the applicable law of the location of the goods. If the Buyer acquires sole ownership through processing, combining or mixing, the Buyer shall here and now transfer to us co-ownership proportionate to the value of the goods subject to reservation of title relative to that of the other goods at the time that they are processed, combined or mixed.

如果买方将上述货物与不属于我们的其他货物一起加工，我们将获得新产品的共同所有权，我们持有相当于货物的发票价值的比例份额，保留加工时相对于其它加工货物的所有权。如果受所有权保留约束的货物被加工、合并或与不属于我们的其他货物混合，我们将根据货物所在地适用法律的规定成为共同所有人。如果买方通过加工、组合或混合获得单独所有权，买方应在此时此地将与货物价值成比例的共同所有权转让给我们，保留在加工、组合或混合时相对于其它货物的所有权。

In these instances the Buyer shall hold in safe custody and free of charge the item that is likewise owned or co-owned by us and deemed to be subject to reservation of title within the meaning of lit. a.

在这些情况下，买方应安全并免费保管由我方同样拥有或共同拥有并被视为受本第 6.a) 条意义下的所有权保留约束的物品。

c) To safeguard our total receivables resulting from the business relations, the Buyer hereby cedes to us such claims outstanding from resale as are equivalent to the value of the goods subject to reservation of title. We hereby accept such assignment.

为保障我方因业务关系而产生的应收账款总额，买方在保留所有权的前提下，将转售中相当于货物价值的未偿索赔与我方。我们在此接受这样的转让。

d) The Buyer may not resell goods subject to reservation of title on the basis of a purchase or service contract unless the sum receivable from the resale is transferred to us. The Buyer may not dispose of goods subject to reservation of title in any other way. At our request the Buyer shall notify the third party purchaser of such assignment to us for the purpose of the payment. Buyer may not resell goods subject to reservation of title on the basis of a purchase or service contract unless the sum receivable from the resale is transferred to us. The Buyer may not dispose of goods subject to reservation of title in any other way. At our request the Buyer shall notify the third party purchaser of such assignment to us for the purpose of the payment. Buyer may not resell goods subject to reservation of title on the basis of a purchase or service contract unless the sum receivable from the resale is transferred to us. The Buyer may not dispose of goods subject to reservation of title in any other way. At our request the Buyer shall notify the third party purchaser of such assignment to us for the purpose of the payment.

买方不得根据购货合同或服务合同转售所有保留的货物，除非转售所得款项转移给我方。买方不得以任何其他方式处置保留所有权的货物。应我方要求，买方应通知第三方买方此种转让，以便付款给我们。

e) If the value of our total collateral exceeds the amount receivable from the Buyer by 20 %, we shall, at the request of the Buyer or any third party adversely affected by our excessive holding of Buyer's collaterals, release collateral of our choice to the extent of the excess.

如果我方的总抵押品价值超过应收买方金额的 20%，我方应根据买方或因我方过多持有买方抵押品而受到不利影响的任何第三方的要求，在超出部分的范围内释放我方选择的抵押品。

f) We are entitled to demand the return of the goods subject to reservation of title from the Buyer without setting a grace period and without withdrawing from the contract if the Buyer is in default with the fulfillment of his obligations towards us. Taking back the goods subject to reservation of title shall only constitute a withdrawal from the contract if we expressly declare this in writing.

如果买方不履行对我们的义务，我们有权在不设置宽限期也不撤销合同和保留所有权的前提下，要求买方退还货物。如果我方以书面形式明确声明，收回保留所有权的货物才构成解除合

同。g) The Buyer shall assume the risk for the goods supplied by us subject to reservation of title. He shall keep such goods carefully in safe custody and insure them adequately against loss (theft, fire etc.). The Buyer hereby cedes to us the right to claim against the insurance in the event of loss.

买方应在保留所有权的前提下，对我方提供的货物承担风险。买方应小心保管这些货物，并为其投保足够的保险，以防损失（盗窃、火灾等）。买方在此转让给我们在发生损失时向保险公司索赔的权利。

h) If reservation of property rights to any consignment sent abroad is not permitted on the relevant foreign territory in the above-mentioned form, our rights set forth in the foregoing shall be limited to the scope permitted by law of the location of the goods. If the applicable law of the location of the goods provides for registration requirements, the Buyer undertakes to support us at our request in order to either fulfill any of these requirements or to establish a comparable security interest for the goods subject to reservation of title.

如果在上述形式的有关外国领土上不允许保留任何寄往国外的货物的财产权，我们在上述规定的权利应限于货物所在地法律允许的范围。如果货物所在地的适用法律规定了注册要求，买方承诺应我方要求提供支持，以满足这些要求或为保留所有权的货物建立类似的担保权益。

i) In the event of a third party laying claim to the goods subject to reservation of title, in particular in cases of seizure, the Buyer will point out our ownership and inform us immediately, thus enabling us to pursue our rights of ownership. To the extent that a third party does not indemnify us with regard to judicial and extra-judicial expenses incurred in this context, the Buyer shall be held liable.

如果第三方对保留所有权的货物提出索赔，特别是在扣押货物的情况下，买方将指出我们的所有权并立即通知我们，从而使我们能够追回我们的所有权。如果第三方未就在此情况下发生的司法和司法外费用向我方作出赔偿，则买方应承担赔偿责任。

### 7. Duty to Examine and Complain as well as Claims for Reasons of Defects 检查和投诉的义务以及对缺陷原因的索赔

a) The Buyer shall examine the goods for defects immediately upon receipt and shall give feedback to the Seller on the goods with objections (quality and other defects) within 3 days. If the Buyer fails to give feedback after receipt of the goods within 3 days as of receipt, the goods shall be deemed to be free from any defects.

买方在收到货物后必须立即检查货物是否有缺陷，并在自收到货物后 3 日内对有异议（质量及其它缺陷）的货物反馈给卖方。买方未按此反馈的，视为货物无任何缺陷。

b) We must be notified of any obvious defects within 3 days, of concealed defects immediately upon their discovery, latest within 2 weeks as of receipt of the goods. Damage to packaging and transportation damages must be noted in the freight papers or notification made in writing to the delivering forwarder and to us at the latest 3 days after delivery. Otherwise the goods shall be deemed accepted.

如有明显缺陷，须在 3 日内通知我方，如有隐蔽缺陷，应在发现后立即通知我方，最迟在收到货物后 2 周内通知我方。包装损坏和运输损坏必须在货运单据上注明，或在交货后 3 天内以书面形式通知货运代理和我们。否则，货物将被视为接受。

c) We will recognize properly notified defects of the goods supplied according to our choice by eliminating such defects or supplying defect-free replacement goods. If these measures do not lead to success the Buyer is entitled to have recourse to the statutory regulations of rescission or reduction of the purchase price in accordance with the relevant provisions of the People's Republic of China Civil Code.

我们将根据我们的选择，通过消除这些缺陷或提供无缺陷的替换品来识别所提供货物的适当通知缺陷。如果这些措施未能取得成功，买方有权诉诸有关解除或降低购买价格的中华人民共和国民法典的相关规定。

d) Defective goods may only be sent back with our express agreement.

有缺陷的货物只有经我方明确同意才能退回。

e) The limitation period is to be 12 months, calculated from the transfer of risk, unless the defect is fraudulently concealed by us. If acceptance has been agreed, the limitation period shall commence upon acceptance.

时效期限为 12 个月，从风险转移之日起计算，除非我方以欺诈手段隐瞒缺陷。约定接受的，时效期间自接受时开始计算。

## 8. Liability

### 责任

a) In the event of gross negligence or unlawful intent, we shall be liable for damage caused by us and for which we are responsible if the Buyer proves that the conditions for liability are met. In the event of gross negligence or unlawful intent, we shall be liable for damage caused by us and for which we are responsible if the Buyer proves that the conditions for liability are met. In the event of gross negligence or unlawful intent, we shall be liable for damage caused by us and for which we are responsible if the Buyer proves that the conditions for liability are met. In the event of gross negligence or unlawful intent, we shall be liable for damage caused by us and for which we are responsible if the Buyer proves that the conditions for liability are met.

b) The exclusion of liability shall not apply in cases of mandatory legal liability, such as in particular under the People's Republic of China Product Quality Law, acceptance of a guarantee for quality characteristics as well as for culpably caused personal damage (life, body and health).

责任排除不适用于强制性法律责任的情况，例如特别是《中华人民共和国产品质量法》规定的责任、接受质量特性保证的情况以及因过失造成的人身损害（生命、身体和健康）的情况。

c) In the event of a delivery delay on our part due to our simple negligence, the amount of default damages which the Buyer may claim shall be limited to a maximum of 5 % of the agreed net purchase price for each complete week of delivery delay and in total to a maximum total of 20 % of the agreed net purchase price.

如果由于我方的简单疏忽导致交货延迟，买方可以索赔的违约损害赔偿金额应限制在交货延迟每一整周的协议净购买价最高 5%，总金额最高为协议净购买价的 20%。

d) If the Buyer sells the supplied goods unchanged or after processing, transforming, combining or mixing with other goods, the Buyer shall release us internally from all product liability claims by third parties, to the extent that the Buyer is responsible for the circumstances giving rise to the liability.

如果买方在销售供应的货物时未加修改或与其他货物进行加工、改造、组合或混合，在买方对引起责任的情况负责的范围内，买方应在内部免除我方对第三方提出的所有产品责任索赔。

## 9. Limitation of Liability in Time

### 责任的时间限制

The period of limitation for all claims for damages arising from defects shall be 12 months from the transfer of risk.

所有因缺陷引起的损害赔偿的时效期限为风险转移之日起 12 个月。

## 10. Trade Names and Trademarks

### 商品名称和商标

Our trade names and trademarks may be used by the Buyer only with our express written consent.

买方只有在得到我方明确书面同意的情况下才能使用我方的商品名称和商标。

## 11. Safety

### 安全

Unless otherwise agreed in individual cases, the Buyer shall be responsible for compliance with statutory and official regulations on the import, transportation, storage and use of the goods. To the extent that our goods are subject to regulations on dangerous substances, the Buyer shall, when storing and processing such goods, observe our product-specific safety data sheet and/or, when reselling the goods, pass on the relevant data to the purchaser. We will supply current safety data sheets upon request. To the extent that goods supplied by us are categorized as dangerous goods, they may be stored and (further) transported only in the packaging and by the means of transport approved for the purpose and with the prescribed labelling.

除非在个别情况下另有约定，买方应负责遵守有关货物进口、运输、储存和使用的法律规定和官方规定。如果我们的货物受危险品法规的约束，买方在储存和加工此类货物时应遵守我们产品特定的安全数据表和/或在转售货物时将相关数据传递给买方。我们将根据要求提供最新的安全数据表。如果我们提供的货物被归类为危险品，则这些货物只能使用经批准的包装和运输工具进行储存和（进一步）运输，并贴有规定的标签。

## 12. Import and Export Control

### 进出口管制

The Buyer is advised that goods or delivery items (and any know-how contained therein) may be subject to export or import controls. Each party is responsible for complying with the relevant export and import control regulations. Buyer is additionally advised that U.S. export control laws apply even if the goods or deliverables originate in whole or in part from the United States. This may be the case even if the contract has no other reference to the U.S. Should we be held directly liable in any form whatsoever for misconduct by the Buyer under export control law, the Buyer shall indemnify us and hold us harmless for any damage caused to us by the Buyer's misconduct under export control law.

买方已被告知，货物或交付物品（以及其中所含的任何专有技术）可能受到出口或进口管制。各方均有责任遵守相关的进出口管制规定。此外，买方应注意，即使货物或交付物全部或部分源自美国，美国出口管制法律仍适用。即使合同中没有提及美国，情况也可能如此。如果我方因买方违反出口管制法而被追究任何形式的直接责任，买方应赔偿我方并使我方免受因买方违反出口管制法而造成的任何损害。

## 13. Data Protection and IT-Security

### 数据保护和 IT 安全

a) If we provide the Buyer with personal data of our employees (hereinafter referred to as "Personal Data") in the course of performing the contract or if the Buyer obtains knowledge of this Personal Data in any other way, the following provisions shall apply.

如果我们在履行合同的过程中向买方提供了我们员工的个人数据（以下简称“个人数据”），或者如果买方以任何其他方式获得该个人数据，则应适用以下规定。

aa) Personal Data that is disclosed in the aforementioned manner and not processed on our behalf may only be processed by the Buyer for the execution of the contract and may not - except where permitted by law - be processed in any other way, in particular disclosed to third parties and/or analyzed for Buyer's own purposes and/or used to create profiles. This also applies to the use of anonymized data.

以上述方式披露且不代表我们处理的个人数据仅可由买方为履行合同而处理，除非法律允许，否则不得以任何其他方式处理，特别是不得向第三方披露和/或为买方自己的目的分析和/或用于创建个人资料。这也适用于匿名数据的使用。

bb) The Buyer shall ensure that the Personal Data is only made accessible to those employees and contract data processors of the Buyer who are deployed for the performance of the relevant contract and only to the extent necessary for the performance of this contract (need-to-know principle). The Buyer shall set-up its organization in such a way that it meets the

requirements of the applicable data protection law, in particular by taking contractual, technical and organizational measures to adequately secure personal data against misuse and loss.

买方应确保个人数据仅供买方为履行相关合同而派遣的员工和合同数据处理人员访问，且仅限于履行本合同所必需的范围内（需知原则）。买方应以符合适用的数据保护法要求的方式建立其组织，特别是通过采取合同、技术和组织措施充分保护个人数据免遭滥用和丢失。

cc) In addition to its statutory obligations, the Buyer shall inform us immediately, at the latest within 24 hours of any breach of the protection of Personal Data, in particular in the event of loss. Upon termination of the relevant contract, the Buyer shall delete the Personal Data, including all copies made, in accordance with the statutory provisions.

除法定义务外，买方应立即（最迟在 24 小时内）通知我们任何违反个人数据保护的行为，特别是在发生损失的情况下。在相关合同终止后，买方应按法定规定删除个人数据，包括所有副本。

dd) If we are directly held liable in this respect by a third party/a data subject within the meaning of the provisions of data protection law in any form whatsoever, the Buyer shall indemnify and hold us completely harmless for any damage caused to us by unlawful data processing by the Buyer or its commissioned data processors pursuant to lit. bb and/or by breaches of duty pursuant to lit. aa.

如果第三方/数据主体在任何形式的个人数据保护法规定范围内对我们直接承担责任，买方根据第 13.a.bb) 条的非法数据处理和/或根据第 13.a.aa) 条的违反义务应就买方或其委托的数据处理器对我们造成的任何损害赔偿使我们并使我们完全免受损害。

b) Information on data protection of us is available at <https://cabb-chemicals.com/de/privacy-policy/>.

有关我们的数据保护信息，请访问 <https://cabb-chemicals.com/de/privacy-policy/>。

## 14. Miscellaneous

### 杂项

a) The Buyer may not assign in whole or in part claims arising out of a contract concluded with us without our express written consent. We are entitled to assign or transfer our payment claims under this contract for the purpose of factoring or securitization of receivables.

未经我方明确书面同意，买方不得转让与我方签订的合同所产生的全部或部分索赔。我们有权为应收账款保理或证券化的目的转让或转移本合同项下的付款要求。

b) If the Buyer or we fail to comply with applicable anti-bribery and anti-corruption laws in connection with the performance of a contract, the other party shall be entitled to terminate this contract and all related contracts with immediate effect.

如果买方或我方未能遵守与履行任一合同有关的适用的反贿赂和反腐败法律，另一方有权立即终止本合同及所有相关合同。

c) Any reference by the Buyer to existing business relationships with us for advertising purposes requires our express written consent.

买方出于广告目的的提及与我们的现有业务关系，必须先获得我们的明确书面同意。

d) Should a provision of these Terms or of a contract or a provision subsequently incorporated into it be or become invalid, void or unenforceable in whole or in part, or should a gap be found in this contract, this shall not affect the validity of the remaining provisions. In place of the invalid, void or unenforceable provision or to fill the gap, the valid and enforceable provision shall be deemed to have been agreed to what comes closest in legal and economic terms on what the parties intended or would have intended according to the meaning and purpose of this contract if they had considered this point when concluding the contract. If the ineffectiveness or invalidity or unenforceability of a provision is based on a measure or performance or time (deadline or date) specified therein, the legally permissible measure that comes closest to the provision shall be deemed to have been agreed.

如果本条款或一个合同的某一条款或随后纳入该合同的某一条款全部或部分无效、无效或不可执行，或者本合同中存在空白，则不影响其余条款的有效性。为了取代无效、无效或不可执行的条款或填补空白，有效和可执行的条款应被视为双方根据本合同的含义和目的（如果他们在订立合同时考虑到这一点）在法律和经济方面的意图或意图最接近。如果条款的无效、无效或不可执行是基于其中规定的措施、履行或时间（截止日期或日期），则法律允许的最接近该条款的措施应视为已达成协议。

e) Unless any agreement has been made to the contrary, the contract is subject to Chinese laws, without giving effect to its rules on conflicts of laws.

除非有任何相反的协议，合同受中国法律的约束，而不受与法律冲突的规则约束。

f) The place of performance for our delivery obligations shall be the place from which the delivery is made. The place of jurisdiction shall be Shanghai, or, if we so choose, the court in whose jurisdiction the Buyer's headquarters is located.

我们履行交货义务的地点应为发货地或货物交付给运送公司的地点。管辖地点应为上海，如我方如此选择，或为买方总部所在地管辖法院。

g) The contractual language shall be Chinese. Where interpretation is required, the Chinese text shall solely be authoritative. Any translations into foreign languages shall be for information purposes only.

合同语言应为中文。如需解释，应以中文文本为准。任何外文翻译仅供参考之用。